

**CALHOUN COUNTY
REQUEST FOR QUALIFICATION
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION**

JUVENILE LEGAL REPRESENTATION-RFQ #121-13

The County of Calhoun (the County) and the 37th Judicial Circuit Court (the Court) are seeking statements of qualifications for legal representation in Delinquency and Protective Proceedings from qualified and experienced attorneys, law firms and associations. The County and the Court may choose to execute agreements with the most qualified applicant(s), as a result of this solicitation, to be determined by the evaluation committee appointed by the County and the Court. Questions regarding this request should be directed by ***Tuesday, October 22, 2013*** to:

Leslie R. Obrig, Purchasing Coordinator
Calhoun County
315 West Green Street
Marshall, MI 49068
Phone (269) 781-0798
Fax (269) 781-0140
Email lobrig@calhouncountymmi.gov

Emailed responses to questions will be provided no later than ***Thursday, October 24, 2013***.

Applicants shall present 1 original and ***four (4) copies*** of their Statement of Qualifications no later than,

THURSDAY, OCTOBER 31, 2013; 3:00 Local Time,

to the following physical location:

Purchasing Department, County Building, 315 West Green Street, Marshall, MI 49068.

The sealed envelope shall be clearly noted ;

**“REQUEST FOR QUALIFICATIONS - JUVENILE LEGAL REPRESENTATION,
RFQ #121-13”.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

1.0 INTRODUCTION TO SCOPE OF WORK

Calhoun County and the 37th Judicial Circuit Court are seeking statements of qualifications for legal representation in Juvenile Delinquency and Child Protective Proceedings from qualified and experienced attorneys, law firms and associations for certain cases and/or actions filed on or after the execution of contracts resulting from this proposal process, which are Circuit Court Family Division cognizable under the Juvenile Code. Attorney(s) must agree to accept appointments to represent children and/or parents in cases as assigned by the 37th Judicial Circuit Court. Caseload projections indicate that there will be approximately 750 appointments annually (370 juvenile delinquency, including approximately 70 Probation Violations; in child protective proceedings, 220 appointments to represent parents, and 160 as lawyer-guardian ad litem for the minor child/ren)

2.0 SCOPE OF WORK REQUIREMENTS

2.1 Attorney(s) receiving appointments to provide legal representation in Delinquency and Protective Proceedings must possess the ability and competence required by the United States and Michigan Constitutions, case law and the Code of Professional Conduct.

2.2 Legal representation in Delinquency and Protective Proceedings shall include the responsibilities set forth in the Juvenile Code, Michigan Court Rules and the Michigan Rules of Professional Conduct. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

- 2.2.1. Preliminary hearings and adjourned preliminary hearings;
- 2.2.2. Pretrial and trial management conferences;
- 2.2.3. Trials and pretrial motions;
- 2.2.4. Review and Permanency Planning hearings;
- 2.2.5. Re-hearings;
- 2.2.6. Dispositional hearings;
- 2.2.7. Probation Violation hearings;
- 2.2.8. Phase I and Phase II Waiver hearings and Designation hearings up to the Preliminary Exam; if a plea agreement is reached, Attorneys may represent the juvenile for plea and sentencing in the Circuit Court;
- 2.2.9. Other hearings - placement and emergency removal.

The responsibility of the attorney(s) shall not extend to post conviction appeals.

- 2.3 Additional conditions of qualification for appointment include that the appointed attorney agrees to:
- 2.3.1 Either promptly appear or arrange for an approved attorney to promptly appear in his/her stead at all scheduled court appearances as long as the substitution is consistent with Michigan and Local Court Rules and with the requirements of the trial judge; this provision applies regardless of how short the notice may be to appear; temporarily substituting for the appointed attorney under this provision shall not result in any increased financial liability to the County/Court; further, compensation for temporarily substituting is a matter between the appointed attorney and the substituting attorney; and,
 - 2.3.2 Comply with all Michigan and Local Court Rules, procedures, directives and scheduling orders; and,
 - 2.3.3 Cooperate in any measure to minimize expense to the county and with all agencies in order to maximize efficient use of time and resources to all concerned.
- 2.4 Individual attorneys and all attorneys participating in a group or association of attorneys will be expected to sign a contract to cover the final agreed services. The contract resulting from this proposal shall be for a term of three (3) years beginning January 1, 2014.
- 2.5 The attorney(s) agree to maintain adequate professional liability insurance, hold harmless and indemnify the County, the Court, and the Calhoun County Board of Commissioners, the Judges, and their agents, officers, and employees from any and all liability arising out of the attorney(s)' acts or omissions arising under the terms of this agreement. The attorney(s) shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the County and the Court, its officers, agents, servants, and employees. In addition, the attorney(s) shall at all times during this agreement maintain professional liability insurance at a minimum of \$300,000 for each occurrence, \$100,000 for each individual, and automobile insurance in the amount of \$500,000 for each occurrence with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the County/Court prior to the commencement of the contract. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the County/Court of any changes in insurance coverage.
- 2.6 Joint Proposals or Associations
- 2.6.1 There is no objection by the County or the Court to those attorney(s) awarded contracts submitting joint proposals or associating after the contracts are

awarded for purposes of covering the contracted amounts, however individual attorney(s) will be required to sign a contract and will be held responsible for their contracted cases.

- 2.6.2 Multiple counts on the same juvenile/respondent arising out of the same transaction will be counted as one appointment for the purpose of compensation under this agreement.
- 2.6.3 Except as otherwise provided for herein, the number of appointments contracted for in a calendar year for any one attorney is based on an estimated case load and compensation is based on receiving 77 appointments. The number of appointments in a calendar year for any contract involving more than 1 attorney is based on the number of attorneys multiplied by 77, but in no case exceeding 235 appointments.
- 2.6.4 The Chief Circuit Judge reserves the right to limit both eligibility for and the number of appointments based on the attorney's availability for court appearances or any other relevant factor.
- 2.6.5 The Court reserves the right to assign cases to individual contracted attorneys.
- 2.7 When two or more juveniles/respondents are jointly charged with an offense(s) or their cases are otherwise joined, the Court must appoint separate legal counsel not associated in the practice of law for each juvenile/respondent.
- 2.8 Compensation
 - 2.8.1. For the performance of the legal services described in this RFQ and as a result of a contract following the qualification based selection of an individual attorney or an association or group of attorneys by the Court and the County, attorney(s) shall receive \$36,010 annually (\$3,000.83 monthly) from the County.

In the event that the actual number of appointments exceeds the contracted number in any one (1) calendar year term of the contract, then an adjustment will be made in the payment for that year's services determined by multiplying the number of appointments in excess of 81 by \$400. This adjustment will be paid supplementally within 60 days of completion of the 1 year term.

Attorney(s) receiving Court appointments as a result of this contract will receive a prorated number of appointments in four different categories of Juvenile Legal Representation as determined by the Courts. The Court projects the following number of appointments for each year of the contract;

Delinquency

300 Original Petitions
70 Probation Violations

Protective Proceedings

220 Appointments for Parents
160 GAL Appointments
750 Total Appointments

The Courts would anticipate an equitable number of appointments in each category of Juvenile Legal Defense for each contracted attorney.

The Court anticipates contracting for the services of twelve (12) attorneys as a result of this proposal process. The Courts may give preference to those attorney(s) who have had prior contracts for this purpose with the Court.

Note: Notwithstanding the foregoing amounts, if retained counsel substitutes for appointed counsel prior to or at the preliminary hearing, then the amount is \$50 per appointment.

- 2.8.2. The base price of \$36,010 for each year as described in this RFQ shall remain firm fixed.
- 2.8.3 Payment for the proper performance of services under a contract with the Courts/County as a result of this RFQ shall be made in twelve equal monthly installments paid by the 15th of each month.
- 2.8.4 In addition to all other compensation under the contract, a per diem amount of \$250 for each day of trial in excess of four (4) hours of court session time, and \$125 for four hours or less of court session time, is to be paid in any case in which the trial extends beyond four (4) full hours. Cases in which the trial extends beyond four (4) full hours will be paid retroactively to and including the first four (4) hours of trial.
- 2.8.5 An appointment shall count as one appointment for compensation purposes for all multiple petitions involving the same juvenile/respondent and arising from the same transaction if the same attorney is appointed.
- 2.8.6 In the event an action is dismissed without prejudice prior to trial, during the term of this agreement, reissued or filed again, and the same attorney is again appointed, said reappointment shall not constitute a new or additional appointment. If an attorney other than the originally appointed attorney is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment.

- 2.9 The scope of work as defined by this RFQ shall not include the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric/psychological examinations, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the County separate and apart from this agreement, upon motion for and approval by the Court.
- 2.10 So as to provide for reasonable required access by clients to appointed counsel, the attorney(s) shall maintain a fully functional law office within Calhoun County at the expense of the attorney(s). The attorney(s) agree to provide adequate personnel, such as secretaries or clerks, to staff said office.

3.0 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the qualifications received in response to this request. All proposals submitted by attorney(s) responding to this will be evaluated by a panel of County and Court administrative staff. The qualification based selection and the resulting recommendation for case appointments will be made to the Judges serving in the Circuit Court. Resulting contracts will be subject to final approval by the Court and the Calhoun County Board of Commissioners. Calhoun County and the 37th Judicial Circuit Court reserve the right to reject any and all proposals. Contracts awarded will not be transferable or assignable without the consent of Calhoun County and the 37th Judicial Circuit Court. The proposal(s) selected will be that response deemed most advantageous to Calhoun County and the 37th Circuit Court, based on the following criteria presented in order of importance:

3.1 Attorney(s) Qualifications

- 3.1.1 Attorney(s) compliance with the responsibilities set forth in the Juvenile Code, Michigan Court Rules and the Michigan Rules of Professional Conduct as it relates to the legal representation of juveniles in delinquency and protective proceedings.
- 3.1.2 Attorney(s) experience in the practice of family law and specifically juvenile legal representation in delinquency and protective proceedings

3.2 Attorney(s) Resources Available to Provide Quality Representation

- 3.2.1 Support staff and legal resources
- 3.2.2 Ability to provide coverage of appointments in the event of illness, unavailability, disability or disqualification.
- 3.2.3 Ability to provide legal representation and maintain required independence for co-defendants.

3.3 Contractor Compliance

- 3.3.1 Concurrence with proposed contract terms and conditions
- 3.3.2 Insurance Requirements

3.4 Functioning law office in Calhoun County

4.0 CONTENTS OF PROPOSAL

Proposals shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for a statement of qualifications shall be submitted in the same order as presented in this section of the Request for Qualifications.

- 4.1 Statement of Compliance and specific qualifications in relation to the responsibilities set forth in the Juvenile Code, Michigan Court Rules and the Michigan Rules of Professional Conduct as it relates to the legal representation of juveniles in delinquency and protective proceedings. Declaration of good standing of the State Bar of Michigan.
- 4.2 Detail attorney(s)' experience in the practice of family law and specifically juvenile legal representation in delinquency and protective proceedings
- 4.3 Provide a brief summary of the responding firm or partnership, if applicable.
- 4.4 Resume of the participating attorney(s)
- 4.5 Description of firm/attorney(s) support resources for legal services(staff support, legal reference, etc.).
- 4.6 A brief statement of how cases would be covered in the event of illness, unavailability, or other disability or disqualification.
- 4.7 Name of the individual attorney(s) expected to be assigned cases. If multiple attorneys present joint proposals, explain the relationship as it relates to the requirement for independent counsel in the event that court appointments for co-defendants are awarded within the same attorney group.
- 4.8 Description of law office(s) which will be utilized in the provision of legal services described in this RFQ. For each office provide the following;
 - 4.8.1 Location (if an attorney works out of multiple offices, state which office serves as the **primary office**)
 - 4.8.2 Staffing level
 - 4.8.3 Office hours
 - 4.8.4 Size of office space

5.0 RESPONSE TO RFQ

Statements of Qualifications must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFQ. Respondents are responsible for the timely receipt by the Purchasing Division of their statements of qualifications notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

The County reserves the right to accept or reject any or all Statements of Qualification and to waive informalities and irregularities in responses, and to accept any response determined by the County to be in the best interests of the County.